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Flock Safety + NC - New Hanover County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
[redacted] GA 30318

MAIN CONTACT:
Taylor Ellison
t[redacted]ellison@flocksafety.com
7049426362

flock safety

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flock safety

EXHIBIT A
ORDER FORM

Customer:	NC - New Hanover County SO	Initial Term:	24 Months
Legal Entity Name:	NC - New Hanover County SO	Renewal Term:	24 Months
Accounts Payable Email:	arrceman@nhcgov.com	Payment Tenns:	Net 30
Address:	230 Government Center Dr Wilmington, North Carolina 28403	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$100,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	17	Included
Solar Falcon ® LR	Included	3	Included
Flock Safety Video Products			
Solar Condor PTZ	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	17	$11,050.00
Condor Professional Services - Standard Implementation Fee	$750.00	8	$6,000.00
Professional Services - Solar Implementation Fee	$650.00	3	$1,950.00

Subtotal Year 1:	$119,000.00
Annual Recurring Subtotal:	$100,000.00
Discounts:	$12,300.00
Estimated Tax:	$15,330.02
Contract Total:	$219,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

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*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• Custom Subscription: Fusus API Integration

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Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$119,000.00
Annual Recurring after Year 1	$100,000.00
Contract Total	$219,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safely Platform	$12,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$300.00

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Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Solar Condor PTZ	Solar-powered PTZ camera with dual lenses.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Condor Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with die Flock Safety Standard Implementation Service Brief.
Solar Falcon ® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP INC	**Customer: NC - New Hanover County SO**
By: Mark Smith AC5C931454C24F3...	By:
Name: **Mark smith**	Name:
Title: **General counsel**	Title:
Date: **1/29/2025**	Date:
	PO Number:

New Hanover County digital signature page attached hereto and incorporated herein by reference.

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Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (***"Flock"***) and the entity identified in the signature block (***"Customer"***) (each a ***"Party,"*** and together, the ***"Parties"***). This Agreement is effective on the date of mutual execution (***"Effective Date"***). Parties will sign an Order Form (***"Order Form"***) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Sendees; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Sendees and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

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1.1 **"*Agreement*"** means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information**,** by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)*"** means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 **"*EmbeddedSoftware*"** means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 **"*Flock Services*"** means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

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1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the sendees provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***' means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 ***"Term"*** means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ***("User ID")***. Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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2.2 **Embedded Software License**. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services**.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption**.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ***("Service Interruption"***). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

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2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account *("**Service Suspension**")*. Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Tenn will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

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ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock docs not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

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Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the ***"Receiving Party")*** understands that the other Party (the ***"Disclosing Party")*** has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as ***"Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

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amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the **"Term")**. Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a ***"Renewal Term")*** unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ***("Cure Period")***. Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a ***"Defect")***, Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

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discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Sendees and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION **8.1** ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

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8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

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NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ***("Deployment Plan")***. In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at fhttps://www.flocksafety.com/reinstall-fcc-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Hxhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Fonn(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

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chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ***("Special Terms")***. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export**.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be **construed** as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. AH notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

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(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

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NEW HANOVER COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS

COUNTY COMMISSIONERS

BILL RIVENBARK, CHAIR
LEANN PIERCE, VICE-CHAIR
JONATHAN BARFIELD, JR.
DANE SCALISE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

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SECTION 1. – ADVERTISEMENT

NEW HANOVER COUNTY

SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS

New Hanover County Sheriff's Office seeks written proposals to purchase twenty (20) License Plate Readers and eight (8) Pan/Tilt/Zoom (PTZ) Cameras.

Proposals will be received by Lena Butler, Purchasing Supervisor, "**RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS" by 5:00 PM EST. on Thursday, November 21, 2024.**

Instructions for submitting Proposals and complete requirements and information may be obtained by visiting the County's website at https://www.nhcgov.com/bids.aspx.

Proposers must be licensed in accordance with NCGS 74D-2.

New Hanover County reserves the right to accept or reject any or all Proposals and to make the Award which will be in the best interest of the County.

Released: Monday, October 28, 2024

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Section 2 - Instructions and General Conditions

2.1 Schedule

RFP Process	Dates
RFP Issued	Monday, October 18, 2024
Deadline for RFP Questions	Friday, November 8, 2024 by 5:00 PM
Response to All Questions Posted	Wednesday November 13, 2024 by 5:00 PM
Deadline for Receipt of Proposals	Thursday, November 21, 2024 by 5:00 PM

2.2 Preparation of Request for Proposal (RFP)

2.2.1 Proposers are instructed to submit their Proposals by email to lbutler@nhcgov.com. Please be sure to include **"RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS"** in the subject line of the email.

2.2.2 The deadline for Proposals is **Thursday, November 21, 2024, by 5:00 PM EST.**

2.2.3 Late Proposals will not be accepted.

2.3 Questions

Questions are to be submitted by **5:00 PM EST on Friday, November 8, 2024,** to Lena Butler, Purchasing Supervisor, New Hanover County, ibutler@nhcgov.com.

2.4 Answers to Questions

An addendum summarizing all questions and answers will be posted to the County's website on **Wednesday, November 13, 2024 by 5:00 PM EST.** Proposers who have notified the County of their intent to submit along with their email address (see 2.6 – Intent to Submit) will be sent the addendum upon posting. You may visit our website at https://www.nhcgov.com/bids.aspx to check for the issuance of any addenda before submitting your Proposal.

2.5 Communication

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County other than the person listed in this section. Lena Butler, Purchasing Supervisor, is your point of contact, Email lbutler@nhcgov.com. If any Proposer attempts any unauthorized communication, the proposal may be rejected

2.6 Intent to Submit

All proposers who intend to submit a proposal on this project should send an email to lbutler@nhcgov.com.

2.7 Cost of Preparation of Response

Costs incurred by prospective Proposers in the preparation of the response to this Request for Proposals are the responsibility of the Proposer and will not be reimbursed by The County.

2.8 Authorized Signature

The successful Proposer will be required to enter into a formal agreement that is consistent with the proposal requirements outlined within the RFP. Signature Forms must be signed by an authorized individual. Forms that are not signed may cause the submittal to be rejected.

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2.9 Ownership of Documents

All Proposals and accompanying documentation will become the property of New Hanover County at the time the Proposals are received and will not be returned to the Proposer.

2.10 Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This PROPOSAL," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.
For electronic submissions, a separate file must be submitted clearly stating "CONFIDENTIAL" in the name of the file.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each applicant agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each applicant agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Applicant has designated as a trade secret.

2.11 Withdrawal of Proposal

No Proposal may be modified, withdrawn, or canceled by the Proposer for a period of ninety (90) days following the receipt of Proposal. Negligence or error on the part of any Proposer in preparing their Proposal confers no right of withdrawal or modification after the Proposals have been opened.

2.12 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The applicant agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The applicant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

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Pursuant to GS 143-48, New Hanover County encourages small contractors, minority contractors, physically handicapped contractors, and women contractors to submit proposals in response to this RFP.

2.13 Indemnity

The successful Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Proposer hereunder, resulting from the negligence of or the willful act or omission of the Proposer, his agents, employees and subcontractors.

2.14 E-Verify

Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor's compliance.
Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.15 Insurance

Before commencing any work, the Proposer shall procure insurance in the Proposer's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this RFP. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

Certificates of Insurance shall be furnished prior to the commencement of services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.

Proposer, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by County in writing. These minimum amounts of coverage will not constitute any limitations or cap on Proposer's indemnification obligations under this Agreement.

- Commercial General Liability Insurance. Proposer will maintain occurrence-based coverage with limits not less than $2,000,000 per occurrence and $4,000,000 in the aggregate. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the County, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the County.

- Business Automobile Liability Insurance. Proposer will maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles.

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- Workers' Compensation Insurance. Proposer will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the County, its officers, agents, employees and volunteers.
- Employer's Liability Insurance. Proposer will maintain coverage with limits not less than $1,000,000 per each accident for bodily injury or disease.
- Professional Liability Insurance. Proposer will maintain coverage with limits not less than $1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.
- Third party cyber liability insurance. Proposer will maintain cyber liability coverage with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2.16 Certificate of Authority

Subject to several statutory exceptions, **a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State.** *See* G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.17 Federal Uniform Guidance

If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **(SEE SECTION 3 FOR COMPLETE DETAILS)**

2.18 Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

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2.19 Right to Reject

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be in the best interest of the County.

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Section 3 – FEDERAL UNIFORM GUIDANCE REQUIREMENTS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR PART 200. As result, firms awarded federally funded contracts by New Hanover County, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage**. In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. New Hanover County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

2. **Age Discrimination Act of 1975**. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

3. **Americans with Disabilities Act of 1990**. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

4. Byrd Anti-Lobbying Amendment. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. **Civil Rights Act of 1964 – Title VI**. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42

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U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Clean Air Act (42 U.S.C. 7401– **7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed $150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
8. **Conflict of Interest Provisions** Interest of Members, Officers, Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member, officer, or employee of the recipient or its agent, no member of the governing body of the locality in which the program is situated, no other public official of such locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the County in excess of $100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the

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standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Copeland "Anti-Kickback" Act.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations

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restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, New Hanover County's Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 (41U.S.C. § 701et seq.), which requires agreement to maintain a drug- free workplace.

15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

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18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub- consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining

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a satisfactory level of competition.

24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

28. **Termination.** If Contractor fails to prosecute the work with such diligence as will ensure its completion within the Contract time, or if Contractor breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

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29. **Termination for Convenience**. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

30. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

31. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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Section 4 – Requirements of PTZ Cameras and LPR

SUBMIT WITH DETAILED COST PROPOSAL

☐ **NCGS 74D-2 LICENSE REQUIREMENTS**

No person, firm, association, corporation, or department or division of a firm, association or corporation, shall engage in or hold itself out as engaging in an alarm systems business without first being licensed in accordance with this Chapter. A department or division of a firm, association, or corporation may be separately licensed under this Chapter if the distinct department or division, as opposed to the firm, association, or corporation as a whole, engages in an alarm systems business. The department or division shall ensure strict confidentiality of private security information, and the private security information of the department or division must, at a minimum, be physically separated from other premises of the firm, association, or corporation. For purposes of this Chapter an "alarm systems business" is defined as any person, firm, association or corporation that does any of the following:

(1) Sells or attempts to sell an alarm system device by engaging in a personal solicitation at a residence or business to advise, design, or consult on specific types and specific locations of alarm system devices.
(2) Installs, services, monitors, or responds to electrical, electronic or mechanical alarm signal devices, burglar alarms, monitored access control, or cameras used to detect burglary, breaking or entering, intrusion, shoplifting, pilferage, theft, or other unauthorized or illegal activity. This provision shall not apply to a locking device that records entry and exit data and does not transmit the data in real time to an onsite or off-site monitoring location, provided the installer is duly licensed by the North Carolina Locksmith Licensing Board.

☐ All Proposers must provide proof of certifications in compliance with SOC 3, SOC 2 (type 2), CAIG (Cloud Security Alliance), HECVAT, NIST Cybersecurity, CJIS, HIPPA, and FERPA.

20 LPR cameras with:
☐ Capable of reading vehicle license plates and covering 2 lane roadways during periods of moderate traffic
☐ Capable of reading license plates on vehicles traveling up to 75 mph at a distance of up to 65'
☐ Must have a 15' wide field of view at 65'
☐ Must be solar powered, panels must provide 18-20v and be pole mountable
☐ Must have integrated LTE connectivity
☐ Rated Weatherproof enclosure/case for all components

8 PTZ cameras with:
☐ LTE connectivity
☐ 25x optical zoom
☐ Remote PTZ controls
☐ ▮20v AC

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☐ Rated Weatherproof enclosure/case for all components
☐ Necessary mounting solution(s) must be included

☐ Proposers must provide a web-based solution to interface all network devices.
☐ This interface must include a layered map of New Hanover County in which user(s) can toggle layers on/off to view camera locations and labels.
☐ This map must also be customizable for the system administrators to add points of interest.
☐ The Proposer must provide support for the updating of the map for the prospective addition of new or changes to roadways.

☐ Must have enhanced AI for video analysis and necessary network equipment for storage of a minimum of 30 days video from all streams and live view capability.
☐ The Proposer must provide cameras/network devices that have an existing integration with the FUSUS platform for intelligence and video collection.
☐ Proposer must provide on-site and remote support personnel for the analysis of heat maps, which will be provided by the New Hanover County Sheriff's Office, of our jurisdiction to aid in the deployment of cameras in high crime areas.
☐ The Proposer support personnel must be familiar with Law Enforcement/Public Safety needs, operations, requirements, as well as local, state, and federal laws.
☐ The Proposer must provide personnel for mapping and geolocation information for each device within the network.
☐ The Proposer must provide necessary personnel, equipment, and support to obtain necessary permits, inspections, installation, and activations required for the operation of the network.
☐ Proposer must provide 24/7 technical assistance for support of agency personnel with questions or in the event of equipment failure, inoperability, and troubleshooting.
☐ Proposer must provide monitoring of the system to maintain connectivity, diagnose, remote repair, and alert agency personnel in the event a device or the network is offline for a period of 20 minutes or longer.
☐ Proposer must provide, without additional cost, a repair technician for the service of any device requiring maintenance/repair at the request of the agency or upon alert from the aforementioned monitoring, which is not able to be resolved remotely.
☐ Proposer must provide technical support and customer service for the installation and integration of supplied systems for interoperability with FUSUS, to include possible future expansion of the system.
☐ Proposer must provide user level training for the operation, setup, and management of the network and devices for 25 "power users" and administrators of the system to be identified by agency staff.
☐ Proposer must provide support to the agency by providing "external affairs", by educating community stakeholders, governing bodies, and other members of the public.
☐ The Proposer must provide Public Relations as needed in support to the agency for press releases to the local media outlets.
☐ The Proposer must list three (3) public agencies, Police and/or Sheriff preferably in North Carolina with a brief description of the work and contact information.

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PROPOSAL PRICING FORM*

Proposal Provision	Assumptions (if applicable)	Cost

***In lieu of this form, the Proposer may attach their own detailed pricing sheet.**

All pricing must be inclusive, and include all labor, material, lodging, travel, and equipment and supplies necessary for all tasks listed in this Scope of Services.

This information will assist the County in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided and provides County staff with tools to negotiate the final cost.

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Section 5 – Review and Selection Process

Proposals will be evaluated by the Selection Committee, which will consider the completeness of each proposal and how well it meets the needs of the County. Evaluations will be based on criteria as outlined in Section 4-Requirements of PTZ Cameras and LPR. All proposals in response to this RFP will be evaluated using the same standards. Each Proposer must complete

The purpose of the selection procedure is to determine, from among the proposals received, which one is best suited to meet the County's needs. Any final analysis does not imply that one Proposer is superior to another, but simply that, in the Selection Committee's judgment, the selected Proposer appears to offer the best overall solution for the County's current and anticipated needs.

The objective is to choose the proposal that offers the highest quality products and services while achieving the project's goals and objectives within a reasonable budget. While cost is important, other factors are also significant, and the County, at its discretion, may not select the lowest cost proposal.

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ffock safety

11/18/2024

New Hanover County Sheriff's Office

Attn: Lena Butler and Lt. Ashley Freeman

We appreciate the opportunity to bid on this project. Based on the needs shared with us, we are confident we can deliver a system that will help deter, reduce, and solve crime.

We started Flock Safety in 2017 as concerned citizens applying our skills in electrical engineering and software development to help our neighborhoods solve property crime. Since that time, we have partnered with sheriffs, chiefs of police, command staff, city councils, business leaders, schools and universities, and other concerned neighbors – like ourselves – from all across the country.

There is a strong desire from all stakeholders in our communities to work together to eliminate crime. I believe that with the right technology, hard-working officers, and transparent community engagement we can make a serious impact on crime.

Our approach is working across the country today – in thousands of cities across 49 states in partnership with thousands of law enforcement agencies. We're seeing communities using Flock Safety's technology to reduce their crime rates; return kidnapping victims safely to their families, take illegal weapons off the streets, and return stolen property valued in the tens of millions. This progress gives renewed energy to detectives and patrol officers, and creates trust between law enforcement and the communities they serve.
Moreover, Flock Safety views privacy, transparency, and accountability as a primary directive, and we will continue to do so in perpetuity.

We want your community to see the same success:

- Using the latest, most advanced technology to capture objective evidence and solve crimes;
- Building mutual partnerships between your law enforcement agency and the community you serve;
- Having a local team of Flock Safety reps dedicated to serving the community alongside you; and
- Reviewing Flock Safety's terms and conditions that have been included for the city's review.

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If Flock Safety is awarded your business, Flock Safety will work with the city to find mutual terms that satisfy both parties.

Together, we can eliminate crime and shape a safer future.

Thank you,

Taylor Ellison
LE Territory Sales Manager - NC/SC
taylor.ellison@flocksafety.com
704-942-6362

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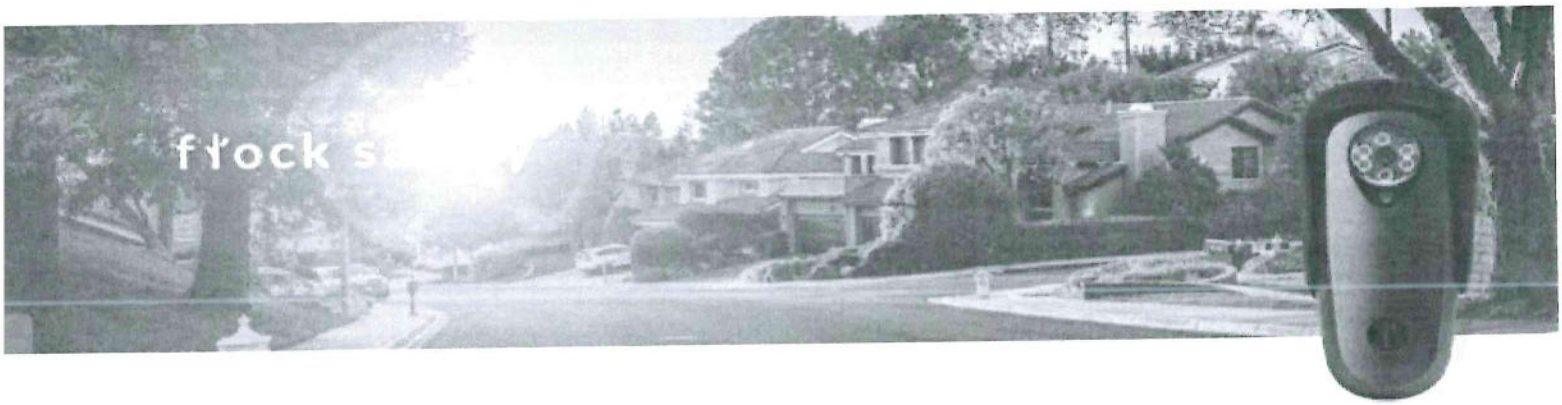
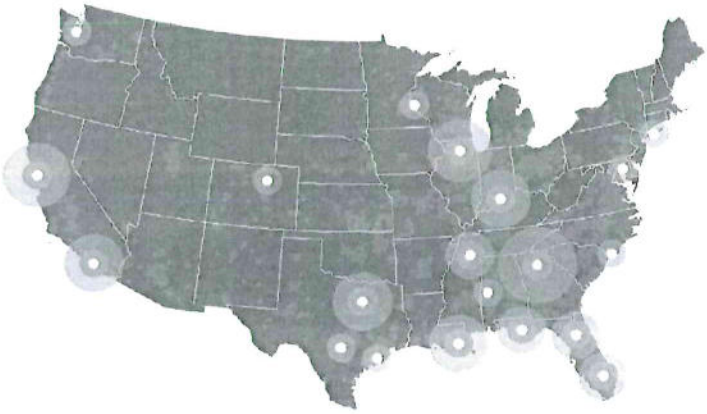


Company Overview

Flock Safety is an all-in-one technology solution that helps law enforcement work together with cities, businesses, and schools to eliminate crime and keep communities safe. Our intelligent platform equips law enforcement with the power of technology at scale to solve more crime and shape a safer future together. Our full-service, maintenance-free technology solution is trusted by more than 5,000 communities across the country to help solve and deter crime in the pursuit of safer communities for everyone.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system.



10%	60%	120
of reported crime in the US is solved with Flock Safety technology	Local crime reduction reported in Flock Safety cities*	**Incident alerts per** minute

*According to a 2019 study conducted by Cobb County Police Department

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History

Flock Safety focuses on public safety solutions within the security and surveillance industry. We offer license plate recognition cameras, video surveillance, and software platforms designed to enhance community safety by providing unbiased evidence collection and crime-solving tools. Flock Safety's products are primarily utilized by sectors like law enforcement, education and property management.

The company was founded in 2017 in Atlanta, Georgia. At the time, Garrett Langley, the Founder and CEO of Flock Safety, experienced property crime in his Atlanta neighborhood. Frustrated by the lack of evidence to help police track down the suspects, he realized an opportunity to make a change in the process.

After working with local law enforcement to understand the ways citizens could help, prevent and solve crime, Garrett brought in Co-Founder Matt Feury along with early employees, Paige Todd and Bailey Quintrell. Together, these talented individuals worked to launch the company in business today.

Since March 2017, the company has experienced significant growth. Today, Flock Safety is trusted by communities in thousands of cities to help stop crime. Its success led to raising over $330 million in venture capital from leading firms, including Andreessen Horowitz, Matrix Partners, Initialized Capital, Axon, Bedrock Capital, Founders Fund, and Y-Combinator.

Flock Safety continues to operate under the same vision Garrett founded the company with from the beginning: To eliminate crime and shape a safer future, together.

Mission

Our core mission centers around fostering safer communities by providing cutting-edge technology solutions for crime detection and prevention. The primary objective is empowering neighborhoods, businesses and law enforcement agencies with advanced, non-invasive security systems that enhance public safety and deter criminal activities. We leverage innovative technologies, like Automatic License Plate Readers (ALPRs) and data analytics, helping create a safer environment for everyone.

Explore more information on case studies, customer stories, how-to-guides, webinars and other information on how to make your community safer here.

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Why Flock Safety?

Detect/Decode/Deliver

As a law enforcement agency, you are likely looking to multiply your force in an efficient, cost-effective manner. We have the end-to-end solution for your needs. We help you build powerful evidence via our LPR and live video products, giving you the tools and intelligence you need to make progress on improving the safety and security of your community and assets.

We believe we have a competitive advantage over other companies offering a similar kind of product. Our mission of creating safer communities drives every aspect of our business. Every customer's experience is a result of owning that responsibility; from regularly bringing innovations to market addressing new threats in the field to frictionless access to the evidence and analysis that helps close a case.

We are the sole manufacturer and developer of our ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing and machine vision services that integrate with the Flock Safety ALPR Camera.

A Better Solution

24/7 Community Coverage: Flock is working when you are not. Our solutions are powered by AI and Machine Learning (ML) technology. We give you detailed information and unbiased evidence to make your case and solve the crime.

Streamline Solution: By choosing Flock Safety, you have a turnkey solution - including hardware, software and maintenance for all License Plate Readers (LPRs), Audio, Video and Real-Time Intelligence. There is only one vendor relationship responsible for managing all your public safety intelligence needs.

Network of Cameras: Not only do we place cameras where you need them; we offer access to available cameras in your community and beyond your jurisdiction.

A Better Process

We've built our solutions based on the challenges law enforcement faces today. We are with you from the sale through training and post-implementation support. We manage equipment integrity and performance, all maintenance and service. If there is a problem, we own and fix it.

Scale to Fit Your Needs: Easily expand and grow your footprint based on your ever-changing needs. As the concerns of your community change or as the budget increases, your coverage and capabilities can expand with Flock's platform.

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Better Relationships

At Flock Safety, we believe successful account management is about collaborating with our customers on ways to help meet their goals, expectations and every day challenges.

Many of our employees have worked in law enforcement and know what it means to be in your shoes. You will work with experts who understand what will work for you and what won't. They are invested in your success and keeping your state a safe, secure place to live, work and travel.

A Team of Experts: You receive Flock's full-service support including:

- City-wide coverage mapping
- Installation
- Maintenance
- External Affairs support
- Education and training for your agency

Our suite of services ensure you have everything required to successfully meet your objectives. Stop wasting valuable time hunting for evidence. Our expansive coverage of connected communities, powered by public and private partnerships give you more data and opportunities to solve crime. Flock's platform brings you the power of intelligent evidence, at scale.

Choose a Trusted Partner: Rest easy knowing we design our solutions for secure, responsible use, including various user permissions, usage audit capabilities and limited data retention.

You own 100% of collected footage - we never share or sell your data with third parties. Our commitment to privacy, transparency and ethical approach to innovation is why communities and local governments prefer Flock Safety.

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Executive Summary

New Hanover County Sheriff's Office has requested a response proposal outlining details for purchasing twenty (20) License Plate Readers (LPRs) and eight (8) Pan/Tilt/Zoom (PTZ) cameras. Below are the required responses and technical information.

Scope of Work

- All Proposers must provide proof of certifications in compliance with SOC 3, SOC 2 (type 2), CAIG (Cloud Security Alliance), HECVAT, NIST Cybersecurity, CJIS, HIPPA, and FERPA.

  Access to Flock Safety's certifications can be found at trust.flocksafety.com. Flock Safety requires the signing of an NDA for the release of all certifications.

20 LPR cameras with:

- Capable of reading vehicle license plates and covering 2 lane roadways during periods of moderate traffic
- Capable of reading license plates on vehicles traveling up to 75 mph at a distance of up to 65'
- Must have a 15' wide field of view at 65'
- Must be solar powered, panels must provide 18-20v and be pole mountable
- Must have integrated LTE connectivity
- Rated Weatherproof enclosure/case for all components

Eight (8) PTZ cameras with:

- LTE connectivity
- 25x optical zoom
- Remote PTZ controls
- 120v AC
- Rated Weatherproof enclosure/case for all components
- Necessary mounting solution(s) must be included
- Proposers must provide a web-based solution to interface all network devices.
- This interface must include a layered map of New Hanover County in which user(s) can toggle layers on/off to view camera locations and labels.
- This map must also be customizable for the system administrators to add points of interest.
- The Proposer must provide support for the updating of the map for the prospective addition of new or changes to roadways.
- Must have enhanced AI for video analysis and necessary network equipment for storage of a minimum of 30 days video from all streams and live view capability.
- ☐ The Proposer must provide cameras/network devices that have an existing integration with the FUSUS platform for intelligence and video collection.

  Flock Safety does not currently provide live video from Flock to FUSUS. ALPR in the form

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of hotlist alerts are provided into FUSUS free of charge.

- O Proposer must provide on-site and remote support personnel for the analysis of heat maps, which will be provided by the New Hanover County Sheriff's Office, of our jurisdiction to aid in the deployment of cameras in high crime areas.
- O The Proposer support personnel must be familiar with Law Enforcement/Public Safety needs, operations, requirements, as well as local, state, and federal laws.
- O The Proposer must provide personnel for mapping and geolocation information for each device within the network.
- O The Proposer must provide necessary personnel, equipment, and support to obtain necessary permits, inspections, installation, and activations required for the operation of the network.
- ☐ Proposer must provide 24/7 technical assistance for support of agency personnel with questions or in the event of equipment failure, inoperability, and troubleshooting.

  Staffed support is available Monday through Friday 8 AM EST to 8 PM EST. Support through email is available 24/7, however, response times may vary outside of staffed support hours.

- ☐ Proposer must provide monitoring of the system to maintain connectivity, diagnose, remote repair, and alert agency personnel in the event a device or the network is offline for a period of 20 minutes or longer.

  Flock Safety does provide device health monitoring through the Flock Safety interface. Alerts are not currently sent to users or system administrators as Flock Safety manages device health and response to maintenance tickets.
- ☐ Proposer must provide, without additional cost, a repair technician for the service of any device requiring maintenance/repair at the request of the agency or upon alert from the aforementioned monitoring, which is not able to be resolved remotely.

  Flock Safety will cover all maintenance costs associated with failing devices. In the event a camera is intentionally damaged through vandalism or other instances, fees will be assessed to the customer in accordance with the reinstall fee schedule that can be found at https://www.flocksafety.com/reinstall-fee-schedule.

- O Proposer must provide technical support and customer service for the installation and integration of supplied systems for interoperability with FUSUS, to include possible future expansion of the system.
- O Proposer must provide user level training for the operation, setup, and management of the network and devices for 25 "power users" and administrators of the system to be identified by agency staff.
- O Proposer must provide support to the agency by providing "external affairs", by educating community stakeholders, governing bodies, and other members of the public.
- O The Proposer must provide Public Relations as needed in support to the agency for press releases to the local media outlets.
- O The Proposer must list three (3) public agencies, Police and/or Sheriff preferably in North Carolina with a brief description of the work and contact information.

References can be found on page 22 of this document.

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Product Details

Below are specifications and descriptions for the products and software included in your solution.

License Plate Recognition (LPR)

The Flock Safety Falcon® LPR camera suite, encompassing a range of fixed and location- flexible devices, revolutionizes law enforcement response and investigations by offering Vehicle Fingerprint® data, real-time alerts, searchable evidence, and analytics across diverse roadways and use cases.

fixed. infrastructure free LPR for standard twolane roadways with moderate traffic.

Fixed. long range LPR 'or high speed. inulti lane highways with heavy traffic

Fixec, snort range LPR for perking lots.

Location flexible LPR for temporary coverage that can lie installed anywhere in minutes.

First # its kind infrastructure free L»R tor highspeed, high-volume roadways

The Flock Safety Falcon suite not only expedites case clearances by providing real-time investigative leads, even without visible license plates, but also streamlines operations by offering a full-service subscription model. This approach eliminates the upfront costs and complexities associated with coordinating multiple vendors and systems, enabling law enforcement agencies to concentrate more effectively on crime reduction.

Data Storage + Encryption:

- Our LPR is designed for secure, responsible use with customized user permissions, usage audits, and limited data retention. Devices only capture vehicle data, not people, to mitigate bias and accelerate case clearance. Your agency owns 100% of the data, and we never sell it to third parties.

- All images and metadata are encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock Safety uses Amazon Web Services

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(AWS) cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-law enforcement Flock Safety customers.

- LPR images are stored for 30 days by default unless a differing local law/ordinance/agreement/etc. dictates otherwise for the LPR storage policy.

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Flock Safety Falcon®

Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.

- 75 MPH / 65' Distance
- Solar Power + LTE Connectivity

Camera

DIMENSIONS

Length: 8.75" | Width: 2.875" | Weight: 3 lbs

MOUNTING

Adjustable band clamps

FOOTAGE

Uploads via integrated LTE

FIELD OF VIEW

15' wide, 65' distance

ASSEMBLY

Flock Safety in Atlanta, GA

Dual Solar Panels

VOLTAGE

18-20V

DIMENSIONS

Length: 21.25" | Width: 28" | Weight: 25.73 lbs (w/ hardware)

MOUNT

Pole top or side of existing pole

Pole

DOT Breakaway Pole - 12' installed height

DIMENSIONS

Diameter: 2.875" OD, 2.125" ID [Weight: 32 lbs

MATERIALS

6061 Aluminum with black coating | Alloy: 6061

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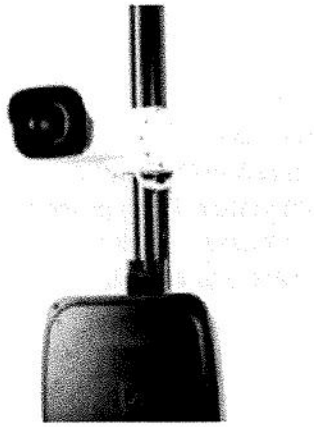
Flock Safety Falcon® LR (Long Range)



Fixed, long-range LPR for off-shoulder or high-speed, multi-lane highways with heavy traffic.

- 100 MPH / 150' Distance
  - 3-4 lanes
  - Up to 50' from the roadway
  - 4 MP Resolution
- AC Power + LTE Connectivity

Camera

DIMENSIONS

Length: 15.6" | Height: 4.4" | Width: 5.4"

Power

COMPUTE BOX

AC voltage: 120V AC

CONSUMPTION

Consumption: 41W Peak

Compute Box

DIMENSIONS

Length: 13.15" | Height: 15.95" | Width: 7.9" | Weight: 19.5 lbs.

MOUNTING

Adjustable band clamps

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Flock Safety Falcon Flex™

Location-flexible LPR for temporary coverage with easy, self-serve relocation and installation

While stationary LPR devices serve as a foundational tool for community protection, not having access to location-flexible LPR solutions can limit vital evidence capture and your ability to address crime. Introducing the Flock Safety Falcon Flex™, a location-flexible license plate reader camera combined with cutting-edge proprietary software. Designed for rapid deployment, it adapts to your dynamic investigative scenarios, ensuring you capture the evidence when and where you need it.

1

EVIDENCE CAPTURE SIMPLIFIED

With a lightweight, versatile design and bundled LTE service, position your camera in virtually any location for optimal evidence capture.

2

SMARTER READS FOR ACTIONABLE LEADS

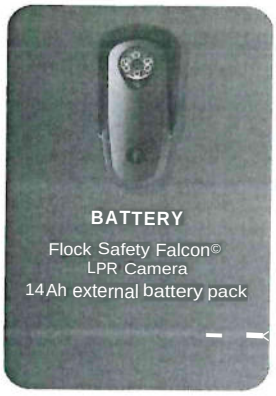
Beyond just license plates - our Vehicle Fingerprint feature allows for detailed searches, capturing vehicle characteristics like type, make, color, state, missing or partial plates, stickers, racks, and more.

3

MOBILE GUIDED SELF-INSTALLATION

Quickly activate and set up your Flock Safety Falcon Flex™ using any Android or iOS device, guided every step of the way by our intuitive installer app.

Select a Flock Safety Falcon Flex™ deployment kit with the power options for your needs.



*Minimum purchase required. Includes monthly virtual training for unlimited users. **Trailer not included.

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Live Video - Condor

Elevate Situational Awareness with AI-Powered Video for Safety and Efficiency

Flock Safety Condor live video is a subscription-based, maintenance-free hardware solution for law enforcement agencies looking to bolster their situational awareness and operational efficiency. With Condor's high-resolution live and recorded footage, coupled with AI enhancements, law enforcement can improve response strategies, enhance safety, and accelerate case resolutions.

Much like Flock Safety Falcon® LPR is AI-enabled with Vehicle Fingerprint® technology, which recognizes unique vehicle attributes, so suspect vehicles can be located even when a plate isn't visible, Condor video is AI-enabled with Visual Alerts. Visual Alerts identify and match suspect vehicles across your entire camera network based on visual similarity. That means law enforcement can retrieve a vehicle of interest across multiple cameras in FlockOS® without toggling between multiple feeds, assisting with the coordination of safer real-time vehicle pursuits.

Visual Alerts reduce the number of vehicles users must review during a real-time search or pursuit by 95% across all nearby Condor live video cameras.

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Condor PTZ with Solar Power Spec Sheet

Capabilities

PTZ SENSOR RESOLUTION
toaop

UW SENSOR RESOLUTION
lOOOp

FPS
1-30

STORAGE
30 days

PTZ SENSOR FOV
H.&ar V-34.7* D-6/ ö°

UW SENSOR FOV
H:90.4° VtiO.T 0:1058“

AUTO FOCUS
YO£

MANUAL FOCUS
Yes

DAY/NIGHT
IR-cut filter with auto switch

MIN ILLUMINATION
ColonO 29 Lux, Grayscale: 0 Lux (With R)

SENSOR
1/1.8" CMOS Sensor

BUILT-IN IR
Yes

RADAR FOR MOTION TRACKING *COMING SOON*

Power

SOLAR PANEL
65W or 100W

AC VOLTAGE
120V AC / 240V AC / 277V AC

EXTERNAL BATTERY
292Wh external battery capacity

SYSTEM CONSUMPTION
-5W, dependent on usage

Connectivity

CELLULAR CARRIER OPTIONS
Cellular AG: with carrier FirstNet, Twilio
Optional WIT 6F, Ethernet

ESIM CAPABILITY *COMING SOON*

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Mounting

SYSTEM MOUNTING
Direct screw mount to solar panel apparatus
Permanent band damps as needed

MOUNTING OPTIONS
Solar or AC & Existing Pole
Solar or **AC** & **Flock** Pole
Solar or AC Wail Mount

Dimensions & Weight

Camera & Mount

CAMERA DIMENSIONS
DB.7* x **hi4.5**"

MOUNT
13.7" x **10"**

WEIGHT
14.3 lbs

WEIGHT
as ibs

Solar

External **Battery**

DIMENSIONS
28" x 21.28 x 6* (depth variable depending **on mount** type)

DIMENSIONS
97" x 4.7" x **4.5"**

WEIGHT
18 lbs

WEIGHT
5.9 ibs

Total System Weight (not including pole)

WEIGHT
Assuming one camera, one estefnaS battery - 47.7 lbs

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Flock Safety Condor PTZ Camera

Live and recorded video with remote PTZ controls and 25X optical zoom. Ideal for open areas like intersections and parks.

- AC Power + LTE Connectivity

Camera

DIMENSIONS

Length: 11.6" | Height: 6.5" | Width: 6.5"

Power

AC VOLTAGE

120V AC

CONSUMPTION

Consumption: 41W Peak

Compute Box

Camera Mount

DIMENSIONS

Height: 7.9" | Width: 9.1"

DIMENSIONS

Length: 13.15" | Height: 15.95"

Width: 7.9" | Weight: 19.5 lbs

MOUNTING

Adjustable band clamps to existing pole or infrastructure at 12-30'

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Software

The Flock Safety software, referred to as FlockOS®, is a comprehensive public safety platform designed to help solve more crime and keep communities and officers safe.

The platform seamlessly integrates both Flock Safety and third-party devices and systems across video, LPR, and audio detection to empower law enforcement with real-time alerts, evidence, and situational awareness on any computer, Mobile Data Terminal (MDT), or mobile device in a single operational view. Customize this subscription-based software solution to your specific needs through the combination of various tiers and add-ons as outlined below.

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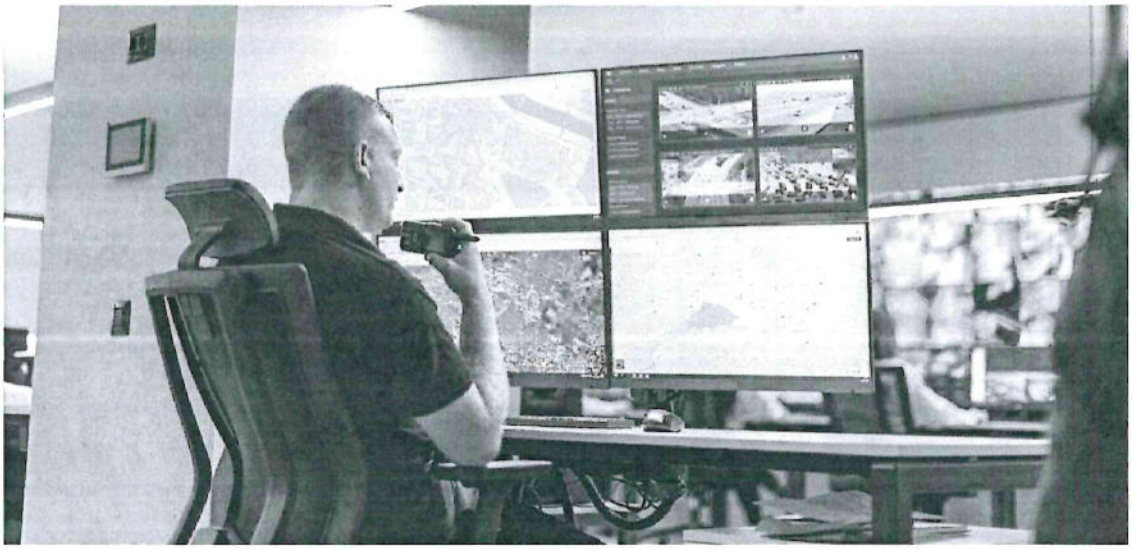
Pick your level of LPR network access to get started.

^Essentials requires hardware purchase

FlockOS® LPR Software Packages	COMMUNITY FlockOS® Community	ESSENTIALS* FlockOS® Essentials
COMMUNITY NETWORK ACCESS		
Ability to Request Access to Community Devices (HOAs, Business, + School Safety)	✓	✓
Unlimited Users		✓
LAW ENFORCEMENT NETWORK ACCESS		
State Network (LP Lookup Only)		✓
Nationwide Network (LP Lookup Only)		✓
Direct Share - Surrounding Jurisdiction (Full Access)		✓
VEHICLE FINGERPRINT SEARCH FEATURES		
Time & Location Based Search	✓	✓
License Plate Lookup	✓	✓
Vehicle Fingerprint® Search	✓	✓
Flock Insights/Analytics page	✓	✓
Axon Fleet 3 LPR Integration		✓
REAL-TIME FEATURES		
ESRI Based map Interface	✓	✓
Real-Time NCIC alerts on Flock LPR cameras	✓	✓
Unlimited custom hot lists	✓	✓



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Improve the efficiency, precision, and collaboration in investigations conducted by detectives and patrol officers with this LPR add-on.

- **Must have FlockOS® Community or Essentials**

FlockOS® LPR Add-Ons	ENHANCED LPR* LPR Feature Add-On	TRAFFIC ANALYTICS LPR Feature Add-On
VEHICLE FINGERPRINT SEARCH FEATURES		
Convoy search	✓	
Visual Search	✓	
Multi Geo	✓*	
REALTIME FEATURES		
Custom Hot List Attachments	✓	
Custom Hot List Deconfftction	✓	
Vehicle Description Alerts	✓	
ANALYTICS FEATURES		
Vehicle Counts Across LPR Network		✓
Cross-Agency Data Sharing		✓
Segmentation by State, Class & Make		✓

NOTE: All existing Advanced Search customers or customers with any of the Realtime Features will be "grandfathered" in at no cost.

Add third-party and community video connections and Realtime Center features with Advanced and Elite Packages.

- **No hardware spend required**

FlockOS® Video + Real-Time Packages	ADVANCED **PACKAGE*** Add 3rd Party + Community Video	ELITE PACKAGE* Build Your Realtime Center
JURISDICTIONAL CONTEXT		
Wing® Gateway, Wing® Cloud, Wing® VMS purchased by LE	✓	✓
Custom Map Layers	✓	✓
Axon BWC & Fleet Location	✓	✓
Map PDF Attachments	✓	✓
Camera Registry Program (Branded community site + camera locations on Map layer}	✓	✓
Community Rolover Program	✓	✓
AVL Connection***		✓
CAD Connection***		✓
Floor plans	✓	✓
Drone Video		✓
FirstTwo	✓	✓
Regionalization Support		✓
Real-Time Routing		✓
ADDITIONAL FEATURES		
SSO	✓	✓

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Service and Support

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team.

Your Flock Safety Services	
Full-Service Implementation*	Meet with a Solutions Consultant (and former Law Enforcement Officer) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
Training & Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, through the Flock Safety certification program. Meanwhile, our ongoing Customer Support team will assist with needs as they arise.
Ongoing Maintenance*	We proactively monitor the health of your device network. If we detect that a device is offline for more than 20 minutes, an alert is sent to our Support Team to diagnose the problem. If the issue cannot be resolved remotely, a local, full-time technician will service your device for no extra charge. All scheduled maintenance, device installations, and device relocation services will be outlined in a Daily Digest Email, sent to key stakeholders within your organization.
Public Relations	External Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our PR team.

*Full-service implementation and ongoing maintenance do not apply to Flock Safety Falcon Flex™ devices.

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FlockOS® Essentials Tier

Multiply your force and expand your network of evidence-collection devices with the FlockOS® Essentials tier. This tier allows you to access both public and private Flock Safety devices, as well as third-party video cameras, extending your reach beyond your local jurisdiction. With FlockOS® Essentials, you become part of a nationwide network that provides over 10 billion additional license plate reads each month. This significant expansion in data access dramatically increases your chances of uncovering crucial evidence in challenging cases.

Key Features

1

COMMUNITY NETWORK ACCESS

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

2

LAW ENFORCEMENT NETWORK ACCESS

- State Network (License Plate Lookup Only)
- Nationwide Network (License Plate Lookup Only)
- Ability to Request Access to Law Enforcement Devices Outside Jurisdiction

3

VEHICLE FINGERPRINT® SEARCH FEATURES

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page
- Axon Fleet 3 LPR Integration

4

REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCiC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

5

JURISDICTIONAL CONTEXT FEATURES

- Flock Safety Wing® Gateway, Flock Safety Wing® Cloud, Flock Safety Wing® VMS purchased by LE

6

ADDITIONAL FEATURES

- Unlimited Users
- Transparency Port Transparency

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References

Below are the Flock Safety client references as requested.

Rocky Mount PD

Captain Ryan Hepler

Ryan.Hepler@rockyrnountnc.aov

Gamer PD

Captain Paul Caldwell

PCaldwell@aarnernc.aov

Mooresville PD

Jeff Noble

jnoble@mooresvillenc.gov

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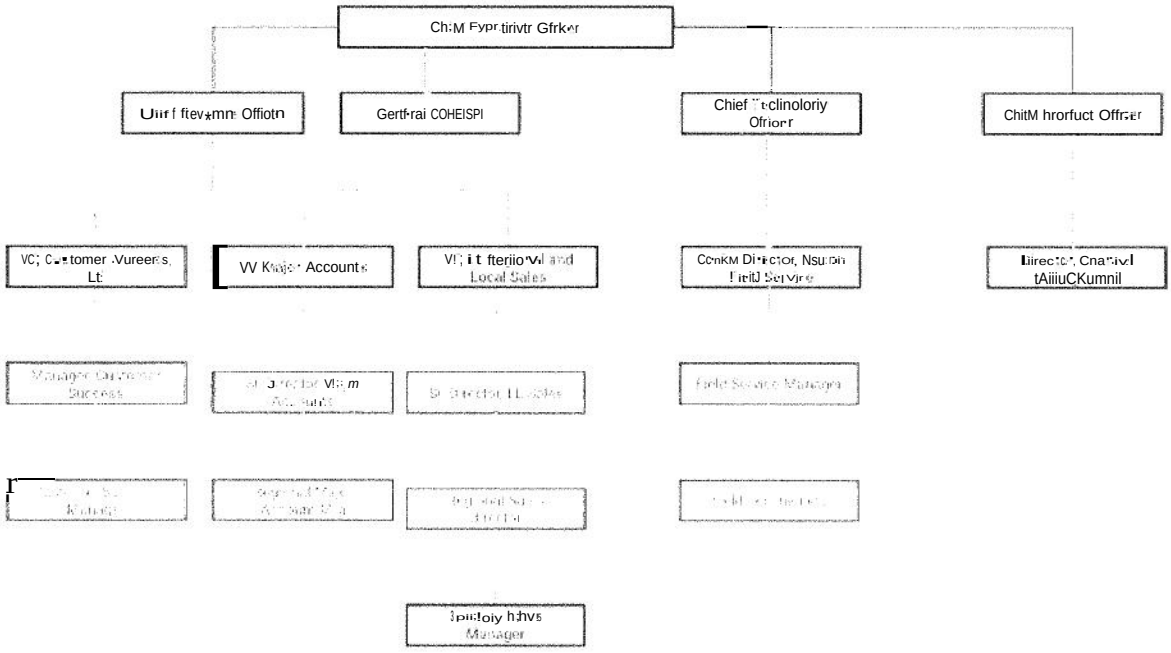
Your Dedicated Flock Safety Team

Contact	Roles + Responsibilities
Territory Sales Manager (TSM)	Sales, contracts, procurement, and legal, primary contact pre-sale
Customer Success Manager (CSM)	User training, product and service support, primary contact post-sale
Project Manager (PMO)	Site surveys, permitting, device installation
Solutions Consultant (SOLCON)	Deployment strategy, device mapping
Flock Safety Support 866-901-1781 support@flocksafety.com	24/7 support via email and phone for troubleshooting, questions, emergencies, equipment failures, etc.

flock safety

Organizational Structure

Flock Safety Organization Chart



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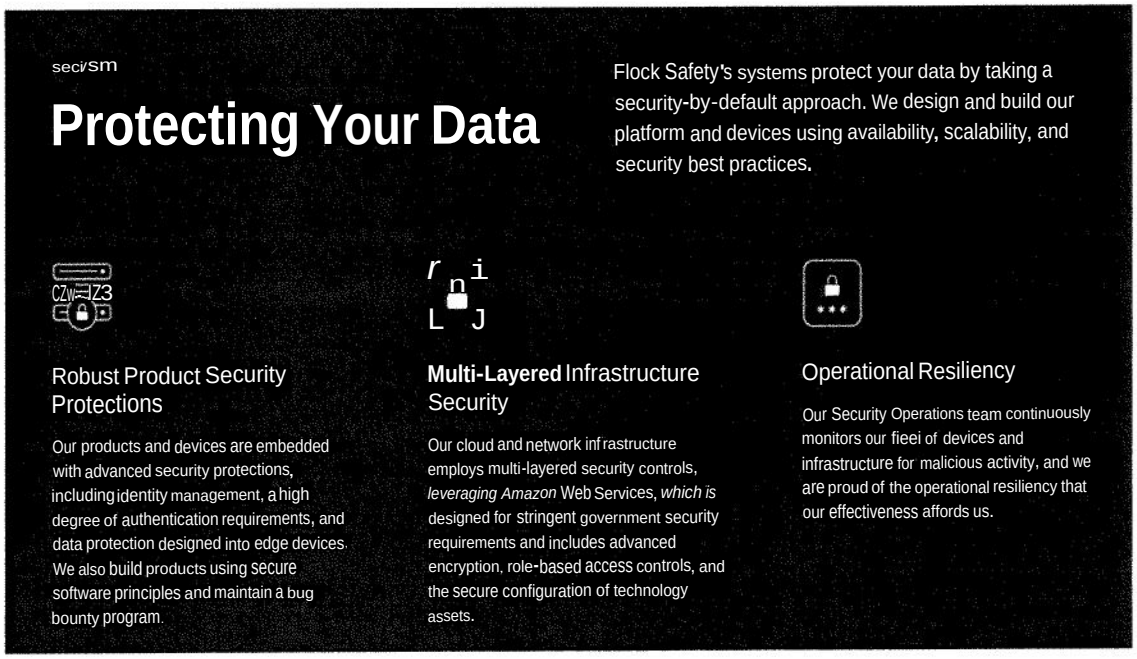
Security and Privacy Compliance

Flock Safety's Compliance Program has robust controls for securing data and ensuring service availability. We recognize our role in the compliance network and diligently adhere to all relevant Cybersecurity Laws, regulations, attestations, and frameworks our customers rely on.

We promote and are transparent about the responsible use of technology and maintain operational resiliency. We've created the Flock Safety Trust Page to share our documentation on those controls to safeguard the privacy and security of sensitive customer data.


secism
Protecting Your Data
Flock Safety's systems protect your data by taking a security-by-default approach. We design and build our platform and devices using availability, scalability, and security best practices.
Robust Product Security Protections
Our products and devices are embedded with advanced security protections, including identity management, a high degree of authentication requirements, and data protection designed into edge devices. We also build products using secure software principles and maintain a bug bounty program.
Multi-Layered Infrastructure Security
Our cloud and network infrastructure employs multi-layered security controls, leveraging Amazon Web Services, which is designed for stringent government security requirements and includes advanced encryption, role-based access controls, and the secure configuration of technology assets.
Operational Resiliency
Our Security Operations team continuously monitors our fieei of devices and infrastructure for malicious activity, and we are proud of the operational resiliency that our effectiveness affords us.

For specific information on our policies, please visit this link.

Compliance and Attestations

Flock Safety's Compliance Program helps customers understand our robust controls for securing data and ensuring service availability. We recognize our role in the compliance network and diligently adhere to relevant cybersecurity laws, regulations, attestations, and frameworks that matter to our customers.

SOC 3

Overview of our Service Organization Controls relating to Security, Availability, and Confidentiality Trust Services Categories.

SOC 2 (Type 2)

Aligned to Security, Availability, and Confidentiality Trust Services Categories.

Cloud Security Alliance's CAIQ

Assessment of and alignment to a comprehensive framework that identifies cloud responsibilities and mitigates risks with shared computing models.

NIST Cybersecurity

Adoption of policies, procedures, and security controls necessary to identify, protect, detect, respond, and recover from cybersecurity events.

CJIS

Adoption of requirements designed to protect criminal justice information and provide secure access for law enforcement.

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Pricing/Quote

ffock safety

Budgetary Quote

This document is far informational purposes only. Pricing is subject to change.

Bill To: 230 Government Center Dr Wilmington, North Carolina 28403

Ship To: 230 Government Center Dr Wilmington, North Carolina 28403

Billing Company Name: NC - New Hanover County SO
Billing Contact *Name:*
Billing Email Address:
BiBing Phone:

Subscription Term: 24 Months
Payment Terms: Net 30
Retention Period: 30 Days
BiBing Frequency: Annual Plan - First Year invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			$100.000.00
Flock Safety Flock OS			
FlockOS ™ - - Essentials	Included	**1**	included
Float Safety LPR Products			
Flock Safety Falcon ® -	Included	20	included
Flock Safety Video Products			
Solar Condor PTZ -	Included	8	**Inducted**

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Tune Fees			
Flock Safety Professional Services			
Condw Professional Services - Standard Implementation Fee -	$750.00	8	«5,000.00
Professional Services - Standard Implementation Fee -	$650.00	20	$13.000.00

Subtotal Year 1:	$119,000.00
Annual Recurring Subtotal:	**$**100,000.00
Estimated Tax:	$15.330.00
Contract Total:	$219,000.00

Taxes shown above are ***provided*** as *art estimate. Actual taxes am* the *responsibility* ***of*** *me Customer. This is not an invoice – this document Is a* ***non-binding*** *proposal for informational purposes only. Pricing Is subject to change.*

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Billing Schedule	y Amount (USD)
Year 1	
At Contract Signing	S119,000.00
Annual Recurring after Year 1	£100,000.00
Contract Total	$219,000.00

*Tax not Included

Product and Services Description

FlockOS Filatures	Description
FlockOS ™ - - Essentials	An integrated public safely platform that detects, centralizes and decodes actionable evidence to Increase safely, Improve efficiency, and connect the community.
Solar Condor PTZ -	Solar-powered PTZ camera with dual lenses.
Flock Safety Falcon ® -	Law enforcement grade Infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Condor Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing. and shipping and handling in accordance with the Flock Safely Standard Implementation Service Brief.

FlockOS Features & Description

Community Network Access	He ability lo request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods. schools, and businesses in your community, significantly increasing acSionable evidence that clears cases.
Unlimited Users	Unlimited users tor FlockOS
State Network {License Plate lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcemenl agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers. decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports. hot list alert reports, event logs, anc outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are delected. Including the FBI's National Cnme Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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All pricing is inclusive, and includes all labor, material, lodging, travel, and equipment and supplies necessary for all tasks listed in the Scope of Work on pages 8-9. Terms are net 30.

Summary

Our business objective is focused on providing solutions producing superior results for agencies, delivering unbiased evidence and enabling each investigation to resolve faster. Everything in our business model supports this mission.

With Flock Safety, New Hanover County Sheriff's Office can invest with confidence. We offer open integrations, lifetime maintenance, and Al/Machine Learning. The Sheriff Office's existing technology is fully utilized while Flock Safety's continually updated software and hardware keep its operations future-proof.

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Confidentiality and Disclosure Notice

All documents, materials, and information (collectively referred to as "Confidential Information") submitted by participants in response to this Request for Proposal ("RFP") are considered confidential and proprietary to the submitting party. The Confidential Information includes, but is not limited to, technical data, business strategies, financial information, and any other sensitive information disclosed in the RFP response. The party requesting the RFP (the "Issuer") agrees to: (1) maintain the confidentiality of the Confidential Information with the same degree of care it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care, (2) use the Confidential Information solely for the purpose of evaluating and responding to the RFP, and (3) restrict disclosure of the Confidential Information to employees, agents, or contractors who have a legitimate need to know and who are bound by confidentiality obligations at least as restrictive as those set forth herein. Any unauthorized review, use, disclosure, or distribution is strictly prohibited. Such obligation of confidentiality continues beyond the evaluation period until the Confidential Information becomes publicly available through no fault of the Issuer. If the Issuer decides not to proceed with the proposal, or upon the submitting party's request, the Issuer must return or destroy all copies and certify such action in writing. By reviewing or responding, the Issuer acknowledges and agrees to these terms.

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PROPOSER'S DECLARATION

PROPOSER UNDERSTANDS, AGREES AND WARRANTS:

The Proposer has carefully read and fully understands the information contained in this Request for Proposal (RFP).

The Proposer has the ability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

That this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the time and date set for acceptance of proposals by the County.

The Proposer understands that any proposal received alter the time and date specified as deadline lor submission of proposals will not be considered.

That all information contained in the Proposal is true and correct to the best of Proposer's knowledge.

That Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

That the County reserves the right to reject any and all Proposals and to accept that Proposal which will, in its opinion, provide the best level of service to the County.

That by submission of this Proposal, the Proposer acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied In Proposer and Proposer hereby grants the County approval to make said inquiries.

Signature of Authorized Reprcsenlative: _____

Title of Authorized ReprcsentativetGenera} Counsel and Secretary _____

Email Address: mark.smith@flocksafety.corn

Cell Phone Number 415.385.9580

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Date:

Verify Form

E-VERIFY

(To be submitted with your RFPj

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

****

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5). 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)

a. YES _____, or

b. NO _____

4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This _____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

(Affix Official/Notarial Seal)

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of November, 2024

My Commission Expires: 10.13.28

Notary Public

Minority & Women Business Enterprise (MWBE) Program

J

Minority & Women Business Enterprise (MWBE) FORM

A. Authorized Representative
I HEREBY AFFIRM THAT:
I am Mark Smith, General Counsel and Secretary, and the duly authorized representative of Flock Safety and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance
I FURTHER AFFIRM THAT:
I am aware of and intend to comply with the County's MWBE Program. As such (check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

__X___ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program to provide equal opportunities to MWBEs.

Signature: _____ Date: 7 May 2024

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(To be submitted with the RFP)

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS

Flock Safety

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BYN.C.G.S. 147-86.55 et. seq.

As of the date listed below, the Contractor listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the Contractor listed above to make the foregoing statement.

Signature:

Date: 7 NOVEMBER 2024

Mark Smith - General Counsel and Secretary

Notesto persons signing this form:

N.C.G.S. 147-86.59 requires this certification for proposals, bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid or proposal is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid or proposal)

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* When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's FinalDivestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Signature Page

Contract #:

25-0364

NEW HANOVER COUNTY

Chris Coudriet

County Manager

Manager Date Signed:

2/12/2025

ATTEST:

Kymberleigh G. Crowell

Oldk to the rnarii

Clerk Date Signed

2/12/2025

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Eric Credle

County Finance Officer

Finance Date Signed

2/12/2025

Approved as to form

hxf kAftm Peficty

County Attorney

Attorney Date Signed

2/12/2025